

<i>SERFF Tracking Number:</i>	<i>REGU-125663375</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Discover Property & Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>DPC-CA-RRF-08</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Discover Auto F</i>		
<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		

Filing at a Glance

Company: Discover Property & Casualty Insurance Company

Product Name: Discover Auto F

SERFF Tr Num: REGU-125663375 State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: DPC-CA-RRF-08

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Author: Rose Battles

Disposition Date: 06/06/2008

Date Submitted: 05/22/2008

Disposition Status: Approved

Effective Date Requested (New): 07/01/2008

Effective Date (New): 07/01/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: DPC-CA-RRF-08

Status of Filing in Domicile: Pending

Project Number: DPC-CA-RRF-08

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/06/2008

State Status Changed: 06/06/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Discover Property & Casualty Insurance Company (DP&C) is submitting a Commercial Auto forms filing. The corresponding rules are not required to be submitted to Arkansas.

DP&C is filing several new endorsements for use with our Commercial Automobile program. These forms are commonly being requested by our insureds and DP&C is seeking approval in an effort to serve its customers more completely. We are also making minor revisions to several of our existing forms. No coverage changes are intended

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	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>DPC-CA-RRF-08</i>		
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<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		

with these revisions. We are also withdrawing two forms.

All changes made are shown in annotated versions of the forms contained in this filing.

The following items are enclosed for your review:

- Explanatory Memorandum
- Forms List
- Independent Forms (new forms, replacements and annotated versions showing changes)

We are requesting this filing become effective July 1, 2008.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Rose Battles,	rosebattles@ircllc.com
50 Broad Street	(941) 926-0144 [Phone]
New York, NY 10004	

Filing Company Information

Discover Property & Casualty Insurance	CoCode: 36463	State of Domicile: Illinois
Company		
5 Batterson Park	Group Code: 164	Company Type:
Farmington, CT 06032	Group Name:	State ID Number:
(860) 674-2660 ext. [Phone]	FEIN Number: 36-2999370	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR charges \$50 for forms filings.

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	<i>Company</i>		
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<i>Product Name:</i>	<i>Discover Auto F</i>		
<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		
Per Company:	No		

<i>SERFF Tracking Number:</i>	<i>REGU-125663375</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Discover Property & Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>DPC-CA-RRF-08</i>		
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<i>Product Name:</i>	<i>Discover Auto F</i>		
<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Discover Property & Casualty Insurance Company	\$50.00	05/22/2008	20464794

SERFF Tracking Number:	REGU-125663375	State:	Arkansas
Filing Company:	Discover Property & Casualty Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	DPC-CA-RRF-08		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Discover Auto F		
Project Name/Number:	DPC-CA-RRF-08/DPC-CA-RRF-08		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/06/2008	06/06/2008

<i>SERFF Tracking Number:</i>	<i>REGU-125663375</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Discover Property & Casualty Insurance</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Company</i>		
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<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		

Disposition

Disposition Date: 06/06/2008

Effective Date (New): 07/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125663375 State: Arkansas
Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: DPC-CA-RRF-08
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Discover Auto F
Project Name/Number: DPC-CA-RRF-08/DPC-CA-RRF-08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Exp Memo, Forms List and Marked Up Copies	Approved	Yes
Supporting Document	Filing Auth Letter	Approved	Yes
Form	Exclusion – Designated Entities	Approved	Yes
Form	Exclusion – Asbestos	Approved	Yes
Form	Exclusion - Tobacco	Approved	Yes
Form	Blanket Additional Insured Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Additional Insured – As Required By The Uniform Intermodal Interchange and Facility Access Agreement	Approved	Yes
Form	Broad Named Insured	Approved	Yes
Form	Mental Anguish	Approved	Yes
Form	Maximum Limit Per Loss	Approved	Yes
Form	Amendment – Expected Or Intended Injury Exclusion	Approved	Yes
Form	Amendment of Notice Requirement	Approved	Yes
Form	Knowledge of An Accident, Claim, Suit or Loss	Approved	Yes
Form	Amended Definition of Bodily Injury	Approved	Yes
Form	Tractor Trailer Combined Deductible	Approved	Yes
Form	Broad Form Products and Work Performed Coverage	Approved	Yes
Form	Total Aggregate Limit and Designated Location(s) Aggregate Limit	Approved	Yes
Form	Truth In Leasing Errors And Omissions Coverage	Approved	Yes
Form	Truth In Lending Errors And Omissions Coverage	Approved	Yes
Form	Extended Defense Protection	Approved	Yes
Form	Federal Odometer & Prior Damage	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>REGU-125663375</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Discover Property & Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
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<i>Product Name:</i>	<i>Discover Auto F</i>		
<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		

Disclosure Errors And Omissions
Coverage

Form	Truth In Lending And Leasing Errors And Omissions Coverage	Approved	Yes
Form	Title Errors And Omissions Coverage	Approved	Yes

SERFF Tracking Number: REGU-125663375 State: Arkansas
Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: DPC-CA-RRF-08
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Discover Auto F
Project Name/Number: DPC-CA-RRF-08/DPC-CA-RRF-08

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion – Designated Entities	DA 30 01	06 07	Endorsement/New Amendment/Conditions		0.00	DA30010607.pdf
Approved	Exclusion – Asbestos	DA 30 02	06 07	Endorsement/Replacement/New Amendment/Conditions	Replaced Form #:0.00 UA 30 06 01 00 Previous Filing #:99-PA-ST-02		DA30020607.pdf
Approved	Exclusion - Tobacco	DA 30 03	06 07	Endorsement/New Amendment/Conditions		0.00	DA30030607.pdf
Approved	Blanket Additional Insured Endorsement	DA 40 00	06 07	Endorsement/New Amendment/Conditions		0.00	DA40000607.pdf
Approved	Additional Insured Endorsement	DA 40 01	06 07	Endorsement/New Amendment/Conditions		0.00	DA40010607.pdf
Approved	Additional Insured – As Required By The Uniform Intermodal Interchange and Facility Access Agreement	DA 40 09	06 07	Endorsement/New Amendment/Conditions		0.00	DA40090607.pdf
Approved	Broad Named Insured	DA 50 00	06 07	Endorsement/Replacement/New Amendment/Conditions	Replaced Form #:0.00 DA 50 00 01 06 Previous Filing #:ST-DPC-Auto		DA50000607.pdf

SERFF Tracking Number: REGU-125663375 State: Arkansas
Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: DPC-CA-RRF-08
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Discover Auto F
Project Name/Number: DPC-CA-RRF-08/DPC-CA-RRF-08

				Revision-05		
Approved	Mental Anguish	DA 50 03	06 07	Election/Re Replaced jection/Sup plemental Application s	Replaced Form #:0.00 DA 50 03 01 06 Previous Filing #: ST-DPC-Auto Revision-05	DA50030607 .pdf
Approved	Maximum Limit Per Loss	DA 50 08	06 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 DA 50 08 01 06 Previous Filing #: ST-DPC-Auto Revision-05	DA50080607 .pdf
Approved	Amendment – Expected Or Intended Injury Exclusion	DA 50 14	06 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 DA 50 14 01 06 Previous Filing #: ST-DPC-Auto Revision-05	DA50140607 .pdf
Approved	Amendment of Notice Requirement	DA 50 19	06 07	Endorseme New nt/Amendm ent/Condi tions	0.00	DA50190607 .pdf
Approved	Knowledge of An Accident, Claim, Suit or Loss	DA 50 22	06 07	Endorseme New nt/Amendm ent/Condi tions	0.00	DA50220607 .pdf
Approved	Amended Definition of Bodily Injury	DA 50 23	06 07	Endorseme New nt/Amendm ent/Condi tions	0.00	DA50230607 .pdf
Approved	Tractor Trailer Combined Deductible	DA 50 26	06 07	Endorseme New nt/Amendm ent/Condi tions	0.00	DA50260607 .pdf
Approved	Broad Form Products and Work Performed Coverage	DA 55 01	06 07	Endorseme New nt/Amendm ent/Condi tions	0.00	DA55010607 .pdf
Approved	Total Aggregate	DA 55 02	06 07	Endorseme New	0.00	DA55020607

SERFF Tracking Number: REGU-125663375 State: Arkansas
Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: DPC-CA-RRF-08
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Discover Auto F
Project Name/Number: DPC-CA-RRF-08/DPC-CA-RRF-08

	Limit and Designated Location(s) Aggregate Limit		nt/Amendment/Conditions		.pdf
Approved	Truth In Leasing Errors And Omissions Coverage	DA 55 03 06 07	Endorsement New nt/Amendment/Conditions	0.00	DA55030607.pdf
Approved	Truth In Lending Errors And Omissions Coverage	DA 55 04 06 07	Endorsement New nt/Amendment/Conditions	0.00	DA55040607.pdf
Approved	Extended Defense Protection	DA 55 05 06 07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 DA 50 05 01 06 Previous Filing #: ST-DPC-Auto Revision-05	DA55050607.pdf
Approved	Federal Odometer & Prior Damage Disclosure Errors And Omissions Coverage	DA 55 06 06 07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 UA 50 39 01 00 Previous Filing #: 99-PA-ST-02	DA55060607.pdf
Approved	Truth In Lending And Leasing Errors And Omissions Coverage	DA 55 07 06 07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 UA 50 27 01 00 Previous Filing #: 99-PA-ST-02	DA55070607.pdf
Approved	Title Errors And Omissions Coverage	DA 55 08 06 07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 UA 50 28 01 00 Previous Filing #: 99-PA-ST-02	DA55080607.pdf

POLICY NUMBER:

COMMERCIAL AUTO

DA 30 01 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

TRUCKERS COVERAGE FORM

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Designated Entity(ies):	

The policy is changed as follows:

1. None of the entities listed in the Schedule above nor any subsidiaries of those entities are "insureds".
2. This insurance does not apply to liability incurred by you or any of your subsidiaries arising out of the operations, acts or omissions of any entities or any subsidiary of those entities listed in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure to asbestos; or
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of asbestos; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up or removing, containing, or in any way responding to, or assessing the effects of asbestos.

This exclusion does not apply to the ownership, maintenance or use of the "autos" indicated in SECTION I of this Coverage Part as covered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOBACCO

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

SECTION II – LIABILITY COVERAGE B. EXCLUSIONS is amended to include:

TOBACCO EXCLUSION

This insurance does not apply to “bodily injury”, “property damage”, and if added by endorsement, “personal and advertising injury” arising out of or related in any way to the sale, manufacture, handling, distribution, marketing, consumption, ingestion or use of, or exposure to, any tobacco or tobacco products.

Without limiting their meaning, the word tobacco or tobacco product include:

- (a) raw or cured tobacco, cigarettes and cigarette paper, cigarette filters, cigars and cigar wrappers, pipe tobacco, smokeless tobacco, tobacco smoke or particles of tobacco;
- (b) any material substance, ingredient or element used in or as part of any tobacco or tobacco product;
- (c) any product which is composed of, in whole or in part, any tobacco or tobacco product;
- (d) any wrappers, tips, filters or other parts of tobacco or tobacco products;
- (e) any material, substance, ingredient or element of their residues, sprayed on, applied to or found within any tobacco or tobacco product;
- (f) any smoke, fumes, gas or other compound arising out of any tobacco or tobacco product; and
- (g) any warnings, instructions or representations at any time, or the failure to provide them, with respect to any tobacco or tobacco product.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Who Is An Insured** provision, **SECTION II.A.1.** of the BUSINESS AUTO COVERAGE FORM and TRUCKERS FORM and **SECTION II. A.3** of the GARAGE COVERAGE FORM is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:

- a. Which are covered by this insurance; and
- b. Which you have agreed to provide in such contract.

The limits of insurance afforded to such person(s) or organization(s) will be:

- a. The minimum limits of insurance which you agreed to provide, or
- b. The limits of insurance of this policy

whichever is less.

The insurance afforded to such additional insured will be primary and non-contributory when required by such written contract.

COMMERCIAL AUTO
DA 40 01 06 07

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

GARAGE COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

a. In the performance of your ongoing “garage operations”; or

b. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AS REQUIRED BY THE
UNIFORM INTERMODAL INTERCHANGE AND
FACILITIES ACCESS AGREEMENT**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Section II – LIABILITY COVERAGE A.1. – Who Is An Insured is amended to include the Equipment Provider(s) for who you are required under the terms of the Uniform Intermodal Interchange And Facilities Access Agreement (UIIA) to provide insurance but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in such contract.
2. The limits of insurance afforded to such equipment provider(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - b. The limits of insurance of this policywhichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The **Who Is An Insured** provision, **SECTION II.A.1.** of the BUSINESS AUTO COVERAGE FORM and TRUCKERS FORM and **SECTION II. A.3** of the GARAGE COVERAGE FORM is changed by adding the following:

Any corporation, or limited liability company organized under the laws of the United States of America (including any state thereof, its territories or possessions) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MENTAL ANGUISH

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Definition of "bodily injury" in **DEFINITIONS , Item C of SECTION V** of the Business Auto Coverage Form and **SECTION VI** of the Truckers Coverage Form and Garage Coverage Form is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.

"Bodily injury" also means humiliation, shock, mental anguish or mental injury sustained by a person but only if these result from physical harm, physical sickness or disease.

POLICY NUMBER:

COMMERCIAL AUTO

DA 50 08 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAXIMUM LIMIT PER LOSS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Limit of Insurance:	\$
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As respects Comprehensive Coverage, paragraph 1. of **C. Limit of Insurance** under **PHYSICAL DAMAGE COVERAGE - SECTION III** of the BUSINESS AUTO COVERAGE FORM and **SECTION IV** of the TRUCKERS COVERAGE FORM is deleted and replaced with the following:

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

However, regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in any one "accident" is the Limit of Insurance shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - EXPECTED OR INTENDED INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Exclusion 1. Expected or Intended Injury under **B. Exclusions** of **SECTION II – LIABILITY COVERAGE** is replaced by the following:

This insurance does not apply to:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NOTICE REQUIREMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The requirement in LOSS CONDITIONS 2.- DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

POLICY NUMBER:

COMMERCIAL AUTO

DA 50 22 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Designated Person:

Loss Condition **2. Duties In The Event Of Accident, Claim, Suit or Loss** of **A. Loss Conditions** is amended as follows:

Knowledge of an "accident", claim or "suit" by an agent, servant or employee of the "insured" will not in itself constitute your knowledge of such "accident", claim or "suit" unless the person designated in the Schedule has received notice from that agent, servant or employee.

POLICY NUMBER:

COMMERCIAL AUTO
DA 50 23 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED DEFINITION OF BODILY INJURY

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Amended Definition:	
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PROVISIONS

The Definition of "bodily injury" in **DEFINITIONS, Item C** of **SECTION V** of the Business Auto Coverage Form and **SECTION VI** of the Truckers Coverage Form and Garage Coverage Form is amended to read as shown in the above schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRACTOR TRAILER COMBINED DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** in the BUSINESS AUTO COVERAGE FORM and Paragraph **D., Deductible**, of **SECTION IV- PHYSICAL DAMAGE COVERAGE** in the MOTOR CARRIER COVERAGE FORM and TRUCKERS COVERAGE FORM:

If you have a “loss” to a tractor (power unit) and one or more “trailers”, which are attached to one another at the time of “loss”, then only the single highest deductible for any of such covered “autos” will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM PRODUCTS AND WORK PERFORMED COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE is changed as follows:

- 1. Exclusions B. 12. Defective Products** and **B. 13. Work You Performed** are deleted.
- 2. D. Deductible** is deleted and replaced with the following:

We will deduct \$250 from the damages in any "accident" resulting from "property damage" as a result of the "work you performed" or as a result of defective "products". To settle any claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible, or part of the deductible we paid.

If a higher "property damage" deductible is shown on this policy, the higher deductible will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT AND DESIGNATED LOCATION(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

SCHEDULE

Total Aggregate Limit ("Garage Operations" - Other Than Covered "Autos")	\$
Designated Location(s) Aggregate Limit ("Garage Operations" - Other Than Covered "Autos")	\$
General Aggregate Limit ("Garage Operations" - Other Than Covered "Autos")	\$
Personal and Advertising Injury Limit (if provided by endorsement)	\$
Each Accident Limit ("Garage Operations" - Other Than Covered "Autos")	\$
Designated Location(s):	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – LIABILITY COVERAGE, C. Limit of Insurance, 1. Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” is deleted in its entirety and replaced by the following:

1. Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos”

For “garage operations” other than the ownership, maintenance or use of covered ‘autos’, the following applies:

a. The limits of insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

- (1) insureds”;
- (2) claims made or “suits” brought;
- (3) persons or organizations making claims or bringing “suits”; or
- (4) designated “locations” shown in the Schedule above.

b. The Total Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes damages resulting from “garage operations”, other than the ownership, maintenance or use of the “autos” indicated in Section I of this Coverage Form as covered “autos”, including the following coverages, if provided by endorsement:

- (1) “Personal injury” liability coverage;

- (2) "Personal and advertising injury" liability coverage;
 - (3) Host liquor liability coverage;
 - (4) Fire legal liability coverage;
 - (5) Incidental medical malpractice liability coverage;
 - (6) Non-owned watercraft coverage; and
 - (7) Broad form products coverage.
- c.** Subject to the Total Aggregate Limit shown in the Schedule above and described in **b.** above, a Designated Location Aggregate Limit is provided and is also shown in the Schedule above. The Designated Location Aggregate Limit is subject to all of the following provisions:
- (1) The Designated Location Aggregate Limits is the most we will pay for the sum of all damages involving "garage operations" other than "auto" which can be attributed only to "garage operations" at a single designated "location" shown in the Schedule above.
 - (2) The Designated Location Aggregate Limit applies separately to each designated "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages for "personal and advertising injury", if this coverage is provided by endorsement. Instead the General Aggregate shown in the Schedule above and described in **d.** below applies to such damages.
 - (4) Any payments made for damages to which the Designated Location Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Location Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Schedule above and described in **d.** below, nor shall they reduce the Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.
- d.** Subject to the Total Aggregate Limit shown in the Schedule above and described in **b.** above, a General Aggregate Limit is provided and is also shown in the Schedule above. The General Aggregate Limit is subject to all of the following provisions:
- (1) The General Aggregate Limit is the most we will pay for the sum of damages resulting from all "bodily injury" and "property damage" resulting from any one "accident" involving "garage operations" other than "auto" which cannot be attributed only to "garage operations" at a single designated "location" shown in the Schedule above.
 - (2) Any payments made for damages to which the General Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the General Aggregate Limit shown in the schedule above. Such payments shall not reduce the Designated Location Aggregate Limit for any designated "location" shown in the Schedule above.
- e.** Subject to the Total Aggregate Limit and either the Designated Location Aggregate Limit or the General Aggregate Limit, shown in the Schedule above and described in **b.**, **c.** and **d.** above, whichever apply or applies, the Each "Accident" Limit is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "accident".
- f.** Subject to the Total Aggregate Limit and the General Aggregate Limit shown in the Schedule above and described in **b.** and **d.** above, the Personal and Advertising Limit is the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization if this coverage is provided by endorsement.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

The Limits of Insurance – “Garage Operations” Other Than Covered “Autos” apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance – “Garage Operations” Other Than Covered “Autos”.

For the purposes of this endorsement, the **DEFINITIONS SECTION** is amended by the addition of the following definition:

“Location” means any premises owned by or rented to you shown in the Schedule above. For the purposes of determining the applicable aggregate limit of insurance, each “location” that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, shall be considered a single “location”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUTH IN LEASING ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance:	\$	Aggregate
Deductible:	\$	Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

A. TRUTH IN LEASING ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the “insured” legally must pay as damages because of a violation of any Federal, state or local Truth-In-leasing E & O statute or law because of error or omission committed by the “insured” in failing to comply with said statute or law.
- b. We have the right and duty to defend claims and “suits” against the “insured” seeking such damages. However, we have no duty to defend any “insured” against a “suit” seeking damages to which this insurance does not apply. We may investigate and settle any claim or “suit” as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgments or settlements

2. LIMIT OF INSURANCE

Regardless of the number of “insureds”, claims made or credit transactions involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under TRUTH IN LEASING ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule prior to the application of the LIMIT OF INSURANCE provisions and we shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, and we will not have to defend any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the “insured”, any partners, officers, “employees” or agent of the “insured” or other party in interest acting alone or in collusion with others. However, this exclusion does not apply to you if such act or omission was committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or knowledge.

C. ADDITIONAL CONDITIONS

All the provisions of the policy relative to **SECTION II LIABILITY COVERAGE** of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance:	\$	Aggregate
Deductible:	\$	Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

A. TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the “insured” legally must pay as damages because of a violation of any Federal, state or Local Truth-In-Lending E & O statute or law because of error or omission committed by the “insured” in failing to comply with said statute or law.
- b. We have the right and duty to defend claims and “suits” against the “insured” seeking such damages. However, we have no duty to defend any “insured” against a “suit” seeking damages to which this insurance does not apply. We may investigate and settle any claim or “suit” as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgments or settlements

2. LIMIT OF INSURANCE

Regardless of the number of “insureds”, claims made or credit transactions involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule prior to the application of the LIMIT OF INSURANCE provisions and we shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, and we will not have to defend any liability or claim arising out of Section 112. Criminal Liability, of title 1 (Truth-in-Lending Act) of the Consumer Credit Protection Act, Public Law 90-321:82 Stat. 146, et. seq.) or any dishonest, fraudulent, criminal or intentional act or acts committed by the “insured”, any partners, officers, “employees” or agent of the “insured” or other party in interest acting alone or in collusion with others. However, this exclusion does not apply to you if such act or omission was committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or knowledge

C. ADDITIONAL CONDITIONS

All the provisions of the policy relative to **SECTION II LIABILITY COVERAGE** of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED DEFENSE PROTECTION

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule	
Limit of Insurance:	\$ Each Claim
	\$ Aggregate
Deductible:	\$ Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

A. EXTENDED DEFENSE PROTECTION COVERAGE

1. COVERAGE

We will pay all defense costs incurred to defend a suit filed against you by or on behalf of a customer arising out of the sale, service, or repair of your product. The suit must be filed during the policy period. We may investigate and at our option settle any suit. If we settle the suit, the settlement will be made at our expense except for the applicable deductible. Otherwise, settlements, judgments and damages assessed against you will be at your expense.

2. LIMIT OF INSURANCE

The most we will pay in any one suit is the limit for each claim shown in the Schedule. Two or more plaintiffs with regard to the same sale of any one product, service or repair of your product shall all be considered the same suit. Any settlement made by us will be included in the each claim limit for any one suit. Regardless of the number of "insureds" or suits brought or persons or organizations bringing suits, the most we will pay for all defense costs is the aggregate limit of insurance shown in the schedule.

3. DEDUCTIBLE

The deductible amount shown in the Schedule will be deducted from any amount payable under this coverage. This deductible also applies to any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our employees. This deductible amount does not reduce the limit payable. You agree to reimburse us up to the deductible amount for any defense costs or damages we incur.

B. ADDITIONAL EXCLUSIONS

This insurance does not apply to:

1. Any "accident";
2. A dishonest, malicious, fraudulent, criminal or intentional act or omission. However, this exclusion does not apply to you if such act or omission was committed by your "employees" (other than a partner, director, executive officer or stockholder) without your direction or knowledge.
3. "Personal and advertising injury"
4. Suits brought to enforce a warranty agreement or a mechanical breakdown agreement provided or sold by you.

5. Suits due to recall of your product by a manufacturer.
6. Suits due to your activities as an insurance agent, insurance broker or insurance solicitor.
7. Suits due to your violation of:
 - a. Odometer disclosure laws,
 - b. Prior damage disclosure laws,
 - c. Truth-in-lending laws,
 - d. Truth-in-leasing laws, or
 - e. Non-original equipment manufacturer aftermarket parts laws.
8. Suits due to errors or omission in the handling of:
 - a. Employee benefits program, or
 - b. Titling of a vehicle.
9. Any obligation for which you or your insurer may be held liable under any workers compensation or disability benefits law or under any similar law.
10. Suits which are covered by other valid and collectible insurance. However, this exclusion does not apply if the other collectible insurance is Extended Defense Protection coverage. Then we will share in losses on a pro-rata basis with the other primary insurance.

POLICY NUMBER:

COMMERCIAL AUTO
DA 55 06 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL ODOMETER AND PRIOR DAMAGE DISCLOSURE STATUTES ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance:	\$	Aggregate
Deductible:	\$	Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

A. FEDERAL ODOMETER AND PRIOR DAMAGE DISCLOSURE STATUTES ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the “insured” legally must pay as damages because of error or omission committed by the “insured” during the policy period in failing to comply with:
 - 1) Any federal, state or local law which pertains to odometer readings;
 - 2) Any federal, state or local law which pertains to disclosure of prior damage; or
 - 3) Any federal, state or local law which pertains to used car buyer guide laws.
- b. We have the right and duty to defend claims and “suits” against the “insured” seeking such damages. However, we have no duty to defend any “insured” against a “suit” seeking damages to which this insurance does not apply. We may investigate and settle any claim or “suit” as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgements or settlements

2. LIMIT OF INSURANCE

Regardless of the number of “insureds”, claims made or “suits” brought or vehicles involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under FEDERAL ODOMETER AND PRIOR DAMAGE DISCLOSURE STATUTES ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule. The deductible will be applied prior to the application of the LIMIT OF INSURANCE provisions. We shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by any “insured” whether acting alone or in collusion with others. However, this exclusion does not apply to you if such act or omission was committed by your “employees” other than a partner, director, executive officer or stockholder without your direction or knowledge.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUTH IN LENDING OR LEASING ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance:	\$	Aggregate
Deductible:	\$	Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

A. TRUTH IN LENDING OR LEASING ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the “insured” legally must pay as damages because of a violation of any Federal, state or Local Truth-In-Lending or truth in leasing E & O statute or law because of error or omission committed by the “insured” in failing to comply with said statute or law.
- b. We have the right and duty to defend claims and “suits” against the “insured” seeking such damages. However, we have no duty to defend any “insured” against a “suit” seeking damages to which this insurance does not apply. We may investigate and settle any claim or “suit” as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgements or settlements

2. LIMIT OF INSURANCE

Regardless of the number of “insureds”, claims made or credit transactions involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under TRUTH IN LENDING OR LEASING ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule prior to the application of the LIMIT OF INSURANCE provisions and we shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, and we will not have to defend any liability or claim arising out of Section 112. Criminal Liability, of title 1 (Truth-in-Lending Act) of the Consumer Credit Protection Act, Public Law 90-321:82 Stat. 146, et. seq.) or any dishonest, fraudulent, criminal or intentional act or acts committed by the “insured”, any partners, officers, employees or agent of the “insured” or other party in interest acting alone or in collusion with others. However, this exclusion does not apply to you if such act or omission was committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or knowledge.

C. ADDITIONAL CONDITIONS

All the provisions of the policy relative to **SECTION II - LIABILITY COVERAGE** of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TITLE ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance:	\$	Aggregate
Deductible:	\$	Per Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

A. TITLE ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the “insured” legally must pay as damages because of any act, error or omission of employees of the “insured” committed during the policy period arising out of the failure of such employees to properly specify on the title papers the mortgagee or legal owner whereupon the purchaser sells or transfers title which results in financial loss to the “insured”.
- b. We have the right and duty to defend claims and “suits” against the “insured” seeking such damages. However, we have no duty to defend any “insured” against a “suit” seeking damages to which this insurance does not apply. We may investigate and settle any claim or “suit” as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgements or settlements.

2. LIMIT OF INSURANCE

Regardless of the number of “insureds”, claims made or “suits” brought or vehicles involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under TITLE ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule prior to the application of the LIMIT OF INSURANCE provisions and we shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, and we will not have to defend any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the “insured”, any partners, officers, employees or agent of the “insured” or other party in interest acting alone or in collusion with others. However, this exclusion does not apply to you if such act or omission was committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or knowledge.

C. ADDITIONAL CONDITIONS

All the provisions of the policy relative to **SECTION -II LIABILITY COVERAGE** of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.

<i>SERFF Tracking Number:</i>	<i>REGU-125663375</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Discover Property & Casualty Insurance</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>DPC-CA-RRF-08</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Discover Auto F</i>		
<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>REGU-125663375</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Discover Property & Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>DPC-CA-RRF-08</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Discover Auto F</i>		
<i>Project Name/Number:</i>	<i>DPC-CA-RRF-08/DPC-CA-RRF-08</i>		


Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	06/06/2008
Comments:				
Attachment:				
	AR F NAIC.pdf			

Satisfied -Name:	Exp Memo, Forms List and Marked Up Copies	Review Status:	Approved	06/06/2008
Comments:				
Attachments:				
	Exp Memo.pdf			
	Listing of Forms AOS filing 7-08.pdf			
	All Marked Ups.pdf			

Satisfied -Name:	Filing Auth Letter	Review Status:	Approved	06/06/2008
Comments:				
Attachment:				
	1-FA Letter.pdf			

FORM UT Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only		2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> New Business </div> <div style="display: flex; justify-content: space-between;"> Renewal Business </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes	
3. Group Name Travelers		Group NAIC # 3548	
4. Company Name(s) Discover Property & Casualty Insurance Company		Domicile IL	NAIC # 36463
		FEIN # 36-2999370	
5. Company Tracking Number		DPC-CA-RRF-08	
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]			
6. Name and address Rose Battles Insurance Regulatory Consultants 50 Broad Street, Suite 501 New York, NY 10004	Title Manager	Telephone #s (941) 926-0144	FAX # (212) 571-2502
		e-mail rosebattles@ircllc.com	
7. Signature of authorized filer			
8. Please print name of authorized filer		Rose Battles	
Filing information (see General Instructions for descriptions of these fields)			
9. Type of Insurance (TOI)		20.0000 Commercial Automobile	
10. Sub-Type of Insurance (Sub-TOI)		20.0001 Business Auto	
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]		N/A	
12. Company Program Title (Marketing title)		N/A	
13. Filing Type		<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other	
14. Effective Date(s) Requested		New: July 1, 2008 Renewal:	
15. Reference Filing?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16. Reference Organization (if applicable)		N/A	
17. Reference Organization # & Title		N/A	
18. Company's Date of Filing		May 22, 2008	
19. Status of filing in domicile		<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	DPC-CA-RRF-08
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Discover Property & Casualty Insurance Company (DP&C) is submitting a Commercial Auto forms filing. The corresponding rules are not required to be filed in Arkansas.

DP&C is filing several new endorsements for use with our Commercial Automobile program. These forms are commonly being requested by our insureds and DP&C is seeking approval in an effort to serve its customers more completely. We are also making minor revisions to several of our existing forms. No coverage changes are intended with these revisions. We are also withdrawing one form.

All changes made are shown in annotated versions of the forms contained in this filing.

The following items are enclosed for your review:

- Explanatory Memorandum
- Forms List
- Independent Forms (new forms, replacements and annotated versions showing changes)

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	DPC-CA-RRF-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	DPC-CA-RRF-08			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Exclusion – Designated Entities	DA 30 01 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Exclusion – Asbestos	DA 30 02 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	UA 30 06 01 00	
03	Exclusion - Tobacco	DA 30 03 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Blanket Additional Insured Endorsement	DA 40 00 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Additional Insured Endorsement	DA 40 01 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Additional Insured–As Required By The Uniform Intern Inter and Fac Access Agreement	DA 40 09 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Broad Named Insured	DA 50 00 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	DA 50 00 01 06	
08	Mental Anguish	DA 50 03 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	DA 50 03 01 06	
09	Maximum Limit Per Loss	DA 50 08 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	DA 50 08 01 06	
10	Amendment – Expected Or Intended Injury Exclusion	DA 50 14 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	DA 50 14 01 06	

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	DPC-CA-RRF-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	DPC-CA-RRF-08			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Amendment of Notice Requirement	DA 50 19 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Knowledge of An Accident, Claim, Suit or Loss	DA 50 22 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
13	Amended Definition of Bodily Injury	DA 50 23 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	Tractor Trailer Combined Deductible	DA 50 26 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Broad Form Products and Work Performed Coverage	DA 55 01 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Total Aggregate Limit and Designated Location(s) Aggregate Limit	DA 55 02 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Truth In Leasing Errors And Omissions Coverage	DA 55 03 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Truth In Lending Errors And Omissions Coverage	DA 55 04 06 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Extended Defense Protection	DA 55 05 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	DA 5505 01 06	
20	Federal Odometer & Prior Damage Disclosure Errors And Omissions Coverage	DA 55 06 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	UA 5039 01 00	

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	DPC-CA-RRF-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	DPC-CA-RRF-08			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Truth In Lending And Leasing Errors And Omissions Coverage	DA 55 07 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	UA 5027 01 00	
22	Title Errors And Omissions Coverage	DA 55 08 06 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	UA 5028 01 00	
23			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
24			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
25			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
26			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
27			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
28			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
29			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
30			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY
Commercial Automobile Forms and Rules Filing
Explanatory Memorandum

Discover Property & Casualty Insurance Company (DP&C) is submitting a Commercial Auto forms and rules filing.

DP&C is filing several new endorsements for use with our Commercial Automobile program. These forms are commonly being requested by our insureds and DP&C is seeking approval in an effort to serve its customers more completely. We are also making minor revisions to several of our existing forms. No coverage changes are intended with these revisions. We are also withdrawing two forms.

DP&C is filing revised countrywide rules to reflect the new endorsement form numbers along with a company exception to ISO Division One, Rule 15. Individual Risk Situations.

All changes made are shown in annotated versions of the forms and rule pages contained in this filing. This filing results in no rate changes or has any premium impact to any existing policyholder.

COMMERCIAL AUTO FORMS AND ENDORSEMENTS

Form Title	New Form Number	Replaced Form Number	Type of Form	Description
Endorsements – Commercial Auto				
Exclusion – Abuse Or Molestation	Withdrawn	DA 30 00 01 06	E-AL-O	Withdrawn because these claims do not meet the coverage conditions of "BI" or "PD" caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
Exclusion – Designated Entities	DA 30 01 06 07	New	E-AL-O	R- Use to specifically list entities that are not covered under the policy.
Exclusion – Asbestos	DA 30 02 06 07	UA 30 06 01 00	E-AL-O	R – Endorsement revised to now apply to the Business Auto Coverage Form and Truckers Coverage Form.
Exclusion - Tobacco	DA 30 03 06 07	New	E-AL-O	R- May be used on the Garage Coverage Form to exclude coverage related in any way to tobacco or tobacco products.
Blanket Additional Insured Endorsement	DA 40 00 06 07	New	E-AL-O	B – Blanket form adds as an additional insured any person or organization when you have agreed to add via written contract, to the extent of that contract
Additional Insured Endorsement	DA 40 01 06 07	New	E-AL-O	B – For use with the Garage Coverage Form to add additional insured(s) as required by the named insured for "garage operations" other than covered "autos".
Additional Insured – As Required By The Uniform Intermodal Interchange and Facility Access Agreement	DA 40 09 06 07	New	E-AL-O	C – This form is used with CA 23 17, Uniform Intermodal Interchange and Facility Access Endorsement to provide the required additional insured wording.
Broad Named Insured	DA 50 00 06 07	DA 50 00 01 06	E-AL-O	B – Form now can be used with the Truckers and Garage Coverage Forms
Mental Anguish	DA 50 03 06 07	DA 50 03 01 06	E-AL-O	B –Endorsement revised to apply to the Garage Coverage Form
Maximum Limit Per Loss	DA 50 08 06 07	DA 50 08 01 06	E-AL-O	R – Endorsement revised to apply to the Truckers Coverage Form
Amendment – Expected Or Intended Injury Exclusion	DA 50 14 06 07	DA 50 14 01 06	E-AL-O	B- Endorsement revised to add the word "reasonable"
Designated Locations General Aggregate Limit	Withdrawn	DA 50 15 01 06	E-AL-O	Withdrawn because the form is no longer needed
Amendment of Notice Requirement	DA 50 19 06 07	New	E-AL-O	C – Clarifies to whom notice needs to be given.
Knowledge of An Accident, Claim, Suit or Loss	DA 50 22 06 07	New	E-AL-O	C – Clarifies duties notification requirements. Knowledge by your agent, servant or employee is not necessarily knowledge by you, unless designated person has received notice.
Amended Definition of Bodily Injury	DA 50 23 06 07	New	E-AL-O	B – Allows the definition of bodily injury to be expanded.
Tractor Trailer Combined Deductible	DA 50 26 06 07	New	E-AL-O	B- This form reduces the deductible on a tractor trailer unit that is connected at the time of loss to the one highest deductible written on both units.
Broad Form Products and Work Performed Coverage	DA 55 01 06 07	New	E-AL-O	B- The Work Performed coverage endorsement is enhanced to add broad form products coverage. In other words, the insured will have liability coverage for property damage to its products even if the damage is caused by defects existing in the product at the time it was sold to a customer.

COMMERCIAL AUTO FORMS AND ENDORSEMENTS

Form Title	New Form Number	Replaced Form Number	Type of Form	Description
Total Aggregate Limit and Designated Location(s) Aggregate Limit	DA 55 02 06 07	New	E-AL-O	B – Use with the Garage Coverage Form only. Does not apply to use of a covered auto. Provides for a schedule of "designated locations," to each of which a separate general aggregate limit applies.
Truth In Leasing Errors And Omissions Coverage	DA 55 03 06 07	New	E-AL-O	B – Use to provide coverage for this errors and omissions coverage.
Truth In Lending Errors And Omissions Coverage	DA 55 04 06 07	New	E-AL-O	B – Use to provide coverage for this errors and omissions coverage.
Extended Defense Protection	DA 55 05 06 07	DA 5005 01 06	E-AL-O	B – Endorsement revised to change Additional Exclusion 2. so that the exclusion does not apply if such act or omission was committed without the named insured's direction or knowledge.
Federal Odometer & Prior Damage Disclosure Errors And Omissions Coverage	DA 55 06 06 07	UA 50 39 01 00	E-AL-O	B – Endorsement revised to change Additional Exclusion 2. so that the exclusion does not apply if such act or omission was committed without the named insured's direction or knowledge.
Truth In Lending And Leasing Errors And Omissions Coverage	DA 55 07 06 07	UA 50 27 01 00	E-AL-O	B – Endorsement revised to change Additional Exclusion 2. so that the exclusion does not apply if such act or omission was committed without the named insured's direction or knowledge.
Title Errors And Omissions Coverage	DA 55 08 06 07	UA 50 28 01 00	E-AL-O	B – Endorsement revised to change Additional Exclusion 2. so that the exclusion does not apply if such act or omission was committed without the named insured's direction or knowledge.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure to asbestos; or
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of asbestos; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up or removing, containing, or in any way responding to, or assessing the effects of asbestos.

This exclusion does not apply to the ownership, maintenance or use of the "autos" indicated in SECTION I of this Coverage Part as covered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
[GARAGE COVERAGE FORM](#)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

~~The Paragraph 1, Who Is An Insured provision, of SECTION II.A.1. of the BUSINESS AUTO COVERAGE FORM, TRUCKERS COVERAGE FORM and SECTION II.A.3 of the GARAGE COVERAGE FORM – LIABILITY COVERAGE~~ is changed by adding ~~amended to include~~ the following:

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Any corporation, or limited liability company organized under the laws of the United States of America (including any state thereof, its territories or possessions) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MENTAL ANGUISH

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

[GARAGE COVERAGE FORM](#)

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Definition of "bodily injury" in **DEFINITIONS , Item C of SECTION V** of the Business Auto Coverage Form and **SECTION VI** of the Truckers Coverage Form [and Garage Coverage Form](#) is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person, including death resulting from any of these at any time.

"Bodily injury" also means mental anguish or mental injury sustained by a person, but only if these result from physical harm, physical sickness or disease.

POLICY NUMBER:

COMMERCIAL AUTO

DA 5008 [06 07 04-06](#)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAXIMUM LIMIT PER LOSS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

[TRUCKERS COVERAGE FORM](#)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Limit of Insurance:	\$
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As respects Comprehensive Coverage, paragraph 1. of **C. Limit of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** [in the BUSINESS AUTO COVERAGE FORM and under SECTION IV – PHYSICAL DAMAGE COVERAGE in the TRUCKERS COVERAGE FORM](#) is deleted and replaced with the following:

1. The most we will pay for “loss” in any one “accident” is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the “loss”; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

However, regardless of the number of covered “autos” involved in the “loss”, the most we will pay for all “loss” in any one “accident” is the Limit of Insurance shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - EXPECTED OR INTENDED INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

[GARAGE COVERAGE FORM](#)

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Exclusion 1. Expected or Intended Injury under **B. Exclusions** of **SECTION II – LIABILITY COVERAGE** is replaced by the following:

This insurance does not apply to:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of [reasonable](#) force to protect persons or property.

POLICY NUMBER:

COMMERCIAL AUTO
DA 50-55 05 01-0606 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED DEFENSE PROTECTION

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Limit of Insurance:	\$	Each Claim
	\$	Aggregate
Deductible:	\$	Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

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A. EXTENDED DEFENSE PROTECTION

B. A. COVERAGE

1. COVERAGE

We will pay all defense costs incurred to defend a suit filed against you during the Coverage Part period by or on behalf of a customer arising out of the sale, service, or repair of your product. We may investigate and at our option settle any suit. If we settle the suit, the settlement will be made at our expense except for the applicable deductible. Otherwise, settlements, judgments and damages assessed against you will be at your expense.

2. LIMIT OF INSURANCE

The most we will pay in any one suit is the limit for each claim shown in the Schedule. Two or more plaintiffs with regard to the same sale of any one product, service or repair of your product shall all be considered the same suit. Any settlement made by us will be included in the each claim limit for any one suit. The aggregate amount we will pay for all suits arising out of a coverage provided by this extension during a policy period is the aggregate limit shown in the Schedule.

3. DEDUCTIBLE

The deductible amount shown in the Schedule will be deducted from any amount payable under this coverage. This deductible also applies to any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our employees. This deductible amount does not reduce the limit payable. You agree to reimburse us up to the deductible amount for any defense costs or damages we incur.

C. B. ADDITIONAL EXCLUSIONS

This insurance does not apply to:

- Any "accident";
- A dishonest, malicious, fraudulent, criminal or intentional act or omission. However, this exclusion does not apply to you if such act or omission was committed by your "employees" (other than a partner, director, executive officer or stockholder) without your direction or knowledge.
- "Personal injury" or "advertising injury".

4. Suits brought to enforce a warranty agreement or a mechanical breakdown agreement provided or sold by you.
5. Suits due to recall of your product by a manufacturer.
6. Suits due to your activities as an insurance agent, insurance broker or insurance solicitor.
7. Suits due to your violation of:
 - a. Odometer disclosure laws,
 - b. Prior damage disclosure laws,
 - c. Truth-in-lending laws,
 - d. Truth-in-leasing laws,
 - e. Non-original equipment manufacturer aftermarket parts laws.
8. Suits due to errors or omission in the handling of:
 - a. Employee benefits program.
 - b. Titling of a vehicle.
9. Any obligation for which you or your insurer may be held liable under any workers compensation or disability benefits law or under any similar law.
10. Suits which are covered by other valid and collectible insurance. However, this exclusion does not apply if the other collectible insurance is Extended Defense Protection coverage. Then we will share in losses on a pro-rata basis with the other primary insurance.

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D.ADDITIONAL CONDITIONS

- ~~1. All the provisions of the policy relative to SECTION II LIABILITY COVERAGE of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.~~

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POLICY NUMBER:

COMMERCIAL AUTO
DA 55 06 06 07UA-50-39-01-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL ODOMETER AND PRIOR DAMAGE DISCLOSURE STATUTES ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance: \$ Aggregate
Deductible: \$ Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

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A. FEDERAL ODOMETER AND PRIOR DAMAGE DISCLOSURE STATUTES ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the "insured" legally must pay as damages because of error or omission committed by the "insured" in failing to comply with:
 - 1) Any federal, state or local statute which pertains to odometer readings;
 - 2) Any federal, state or local statute which pertains to disclosure of prior damage;
 - 3) Any federal, state or local statute which pertains to used car buyer guide statutes.
- b. We have the right and duty to defend claims and "suits" against the "insured" seeking such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages to which this insurance does not apply. We may investigate and settle any claim or "suit" as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgements or settlements

2. LIMIT OF INSURANCE

Regardless of the number of "insureds", claims made or "suits" brought or vehicles involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under FEDERAL ODOMETER AND PRIOR DAMAGE DISCLOSURE STATUTES ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule. The deductible will be applied prior to the application of the LIMIT OF INSURANCE provisions. and-We shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, ~~and we will not have to defend~~ any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by any the "insured", "whether acting alone or in collusion with others. However, this exclusion does not apply to you if such act or omission was committed by your "employees" other than a partner, director, executive officer or stockholder without your direct direction or knowledge. any partners, officers, employees or agent of the "insured" or other party in interest acting alone or in collusion with others.

~~C.ADDITIONAL CONDITIONS~~

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~~All the provisions of the policy relative to SECTION II LIABILITY COVERAGE of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.~~

Policy Number:

COMMERCIAL AUTO

UA 50 27 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUTH IN LENDING OR LEASING ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance: \$ Aggregate
Deductible: \$ Each Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

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A. TRUTH IN LENDING OR LEASING ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the "insured" legally must pay as damages because of a violation of any Federal, state or Local Truth-In-Lending or truth in leasing E & O statute or law because of error or omission committed by the "insured" in failing to comply with said statute or law.
- b. We have the right and duty to defend claims and "suits" against the "insured" seeking such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages to which this insurance does not apply. We may investigate and settle any claim or "suit" as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgements or settlements

2. LIMIT OF INSURANCE

Regardless of the number of "insureds", claims made or credit transactions involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. DEDUCTIBLE

The damages that would otherwise be payable under TRUTH IN LENDING OR LEASING ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule prior to the application of the LIMIT OF INSURANCE provisions and we shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, and we will not have to defend any liability or claim arising out of Section 112. Criminal Liability, of title 1 (Truth-in-Lending Act) of the Consumer Credit Protection Act, Public Law 90-321:82 Stat. 146, et. seq.) or any dishonest, fraudulent, criminal or intentional act or acts committed by the "insured", any partners, officers, employees or agent of the "insured" or other party in interest acting alone or in collusion with others. However, this exclusion does not

UA 50 27 01 00
DA 55 07 06 07

Discover Property & Casualty Insurance Company

Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

apply to you if such act or omission was committed by your "employees" (other than a partner, director, executive officer or stockholder) without your direction or knowledge.

C. ADDITIONAL CONDITIONS

All the provisions of the policy relative to SECTION II LIABILITY COVERAGE of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.

Policy Number:

COMMERCIAL AUTO

UA 50 28 01

00DA 55 08 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TITLE ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Limit of Insurance: \$ Aggregate
Deductible: \$ Per Claim

SECTION II – LIABILITY COVERAGE is changed by adding the following:

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A. TITLE ERRORS AND OMISSIONS COVERAGE

1. COVERAGE

- a. We will pay all sums the "insured" legally must pay as damages because of any act, error or omission of employees of the "insured" committed during the policy period arising out of the failure of such employees to properly specify on the title papers the mortgagee or legal owner whereupon the purchaser sells or transfers title which results in financial loss to the "insured".
- b. We have the right and duty to defend claims and "suits" against the "insured" seeking such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages to which this insurance does not apply. We may investigate and settle any claim or "suit" as it deems expedient. Our duty to defend or settle ends when the applicable Limit of Insurance has been exhausted by payment of judgements or settlements

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2. **2. LIMIT OF INSURANCE**

Regardless of the number of "insureds", claims made or "suits" brought or vehicles involved, the most we will pay for the sum of all damages to which this insurance applies is the Aggregate Limit of Insurance shown in the Schedule.

3. **DEDUCTIBLE**

The damages that would otherwise be payable under TITLE ERRORS AND OMISSIONS COVERAGE will be reduced by the deductible amount shown in the Schedule prior to the application of the LIMIT OF INSURANCE provisions and we shall be liable only for the difference between such deductible and the Limit of Insurance otherwise applicable to each claim.

B. ADDITIONAL EXCLUSION

This insurance does not apply to, and we will not have to defend any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the "insured", any partners, officers, employees or agent of the "insured" or other party in interest acting alone or in collusion with others. However, this exclusion does not apply to your if such act or omission was committed by your "employees" (other than a partner, director, executive officer or stockholder) without your direction or knowledge.

C. ADDITIONAL CONDITIONS

All the provisions of the policy relative to SECTION II LIABILITY COVERAGE of the GARAGE COVERAGE FORM not in conflict with the provisions of this endorsement apply to the insurance provided by this endorsement.

DISCOVER_{RE}

May 15, 2008

RE: Authority for Insurance Regulatory Consultants, LLC to Process Filings on behalf of Discover Property & Casualty Insurance Company

Dear Regulatory Official:

Please accept this letter as the authorization for representatives of Insurance Regulatory Consultants, LLC, to prepare and submit, on behalf of Discover Property & Casualty Insurance Company filings in your state. This authorization includes our permission for representatives of Insurance Regulatory Consultants, LLC, to receive and respond to any inquiries that you may raise on these filings.

This authority will continue in place until you receive, from Discover Property & Casualty Insurance Company, a written statement that the authority has been removed.

If you have any questions on this or need any additional information, please don't hesitate to contact me.

Very truly yours,



Arthur W. Wright
President

Re: **Discover Property & Casualty Insurance Company** **NAIC Number: 3548-36463**
FEIN Number: 36-2999370
Commercial Automobile Forms and Rules Filing